



DIVISION OF DEVELOPMENTAL DISABILITIES (DDD)
VOLUNTARY PLACEMENT AGREEMENT (VPA)
FOR CHILD OR YOUTH WITH DEVELOPMENTAL DISABILITIES

This is an agreement between the _____, Division of Developmental Disabilities (DDD) and the parent/custodians regarding:

CHILD'S NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
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By signing this agreement, **DSHS and the parent(s)/guardian(s) of the child agree that:**

- a. the child has a developmental disability as defined in RCW 71A.10.020 ("developmental disability" means a disability attributable to mental retardation, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to the individual) *and*
- b. services appropriate to the child's needs can not be provided in the family home *and*
- c. they have been informed in writing of their right to civil action under Chapter 13.34 RCW if the department does not accept a VPA signed by the parent, guardian, or legal custodian or client over 18 who has stated they are unable to provide necessary care, **due solely to the child's disability**, and that the child would benefit from placement outside of the home.

Is there a reason to believe the child may be of Indian heritage? ☐ Yes ☐ No If yes, follow the instructions in the Indian Child Welfare Manual. **Do not use this form if there is reason to believe the child is: 1) a member of a federally recognized Indian tribe; or 2) eligible for membership in a federally recognized Indian tribe and the child's birth parent is a tribal member.** Voluntary consents to foster care placements are not valid for these Indian children unless the consent is signed by the parent before a tribal or juvenile superior court judge more than ten (10) days after the child's birth and unless the consent is approved by the judge. Use Consent to Foster Care Placement and Court Certification (Indian Child), DSHS 09-763.

PARENT/GUARDIAN AGREES:

I voluntarily agree that the above-named child (or client over 18) be placed in the care and under the supervision of DSHS/DDD. I authorize DDD to carry out the duties and responsibilities as described later in this agreement. **I authorize an approved representative payee to manage any benefits** my child is eligible to receive and to use the funds to cover the cost of care and services provided to my child.

I understand that this agreement will end upon my written request. I also agree and understand that the child shall be returned to me within 72 hours after DSHS/DDD receives the written request unless a court order authorizing out of home placement has previously been entered, or unless the child has been placed in protective custody by law enforcement. **I also understand that because I retain custody of my child, should my child's placement disrupt and another appropriate placement is not available, I must take my child back into my home until an appropriate placement can be developed.**

I retain the custody of the child. I retain the authority to authorize non-emergency surgery and non-routine medical care; consent to marriage; enlistment in the armed forces; and to make other important legal decisions for the child. I agree to the following responsibilities:

1. To keep DSHS informed of my current address;
2. To participate with DSHS in making decisions for the child;
3. To work cooperatively with DSHS staff and the persons caring for the child;
4. To maintain personal contacts with my child and participate in joint development of a "shared parenting plan" with the care provider;
5. To provide appropriate medical, social, and school information to insure proper care of the child;
6. To cooperate with DSHS/DDD in obtaining the child's social security and SSI funds to financially support the placement of the child in out-of-home care; and
7. To, if not already completed, apply for services for the child from the Division of Developmental Disabilities.

DSHS AGREES WHEN PLACEMENT OCCURS:

1. To place the child/client in a home or facility licensed by the state;
2. To develop with you an individual service plan for the child/client and to offer appropriate and reasonably available services;
3. To help you maintain your rights and responsibilities as a parent, and to work towards returning the child to your care;
4. To have physical custody and control of the child/client;
5. To supply the child/client with food, clothing, shelter, and incidental necessities;
6. To authorize routine medical, dental, psychiatric, and psychological care for the child and emergency care when the child's safety requires;
7. To place the child in a licensed home or facility which meets the child's special and cultural needs, as possible; and
8. To keep you informed of the child's placement and health status.

LIMITATIONS OF THIS AGREEMENT:

1. DSHS may end this agreement at any time with written notice to the parent, or by commencing a court proceeding;
2. The agreement will automatically terminate if the child runs away from placement and is absent longer than _____ hours.
3. This agreement begins on or about _____ (BEGINNING DATE) or when an appropriate placement, as determined by a DDD social worker, is available.
4. The child may not remain in placement beyond 180 days unless, prior to that time, the Juvenile Court reviews this agreement and periodically reviews the agreement thereafter to determine if the placement continues to be in the child's best interests. You will be notified of any hearing dates. If the Court determines that continued placement is not in the best interests of the child, the placement agreement will be terminated.
5. **This agreement supersedes any prior VPA signed by the parties.**

Signature of parent/guardian:	DATE
Signature of parent/guardian:	DATE
Signature of Client over age 18:	DATE
Signature of DSHS service worker/witness:	DATE

I, _____, (PRINT PARENT'S NAME) certify under penalty of perjury that the following is true and correct that I have legal custody of the child, or the child resides with me a majority of the time as specified in a parenting plan, or I have the authority pursuant to a parenting plan to consent to this agreement

on _____ at _____

SIGNATURE OF PARENT/GUARDIAN

DATE

LOCATION